

**[TOWN OF SULLIVAN LETTERHEAD]**

**BIDDER'S PROPOSAL SHEET**

*Sullivan Park Pond Maintenance/Dredging Project*

**BID PRICE: \$** \_\_\_\_\_  
(enter dollar amount)

\_\_\_\_\_  
(enter dollar amount in words)

**Detailed specifications must accompany the bid. The Town Board of the Town of Sullivan reserves the right to determine if any bid is acceptable and to reject all bids.**

\_\_\_\_\_  
(Bidder's Company Name)

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**TOWN OF SULLIVAN**  
**7507 Lakeport Road, Chittenango, New York**  
***Sullivan Park Pond Maintenance/Dredging Project***

**ADVERTISEMENT FOR BIDS**

Sealed Bids for the ***Sullivan Park Pond Maintenance/Dredging Project*** will be received by the Town of Sullivan, at the Office of the ***Town Clerk*** until 9:00 a.m. local time on June 19, 2019, at which time the Bids received will be publicly opened and read aloud. The Town Board reserves the right to delay the Bid Award for up to 30 days.

The project is located in ***Sullivan Park, 319 Lake Street***, in the Town of Sullivan. The scope of work is to undertake maintenance/dredging, pumping, removal, transportation and subsequent spreading of approximately 1.5-2.0 million gallons of water and sludge/slurry per the approved scope on file at the Town Hall from the Sullivan Park Pond in the Village of Chittenango, Town of Sullivan, and fully restore the surrounding work area, all in accordance with the approved project plans from the Madison County Soil & Water Department and any applicable State or Federal permits issued for this project (copies on file at the above address).

Bidders must demonstrate they have physically inspected the work area.

Bidders shall contact Peter Bardou, Town of Sullivan Parks and Recreation Director, at 315-687-3471 to arrange for an inspection of the work area.

New York State Department of Environmental Conservation permitting for dredging applies to this project. The successful bidder shall also coordinate efforts with the Madison County Soil and Water Conservation.

The Bid Documents may be examined beginning April 18, 2019 at the following locations:

- 1) Town of Sullivan Parks and Recreation Department, 707 Legion Drive, Chittenango, NY 13037
- 2) Town of Sullivan Town Clerk's Office, 7507 Lakeport Road, Chittenango, NY 13037

Copies of the Bid Documents may be obtained starting April 18, 2019 at the issuing offices:

- 1) Town of Sullivan Parks and Recreation Department, 707 Legion Drive, Chittenango, NY 13037
- 2) Town of Sullivan Town Clerk's Office, 7507 Lakeport Road, Chittenango, NY 13037

Bid security in the form of a Bid Bond, Certified Check, Bank Cashier/Teller/Treasurer's Check payable to the "Town of Sullivan" in the amount of 10% of the total bid amount must accompany each proposal as a guarantee that if the proposal is accepted, a contract will be entered into. A Performance Bond and insurance will be required.

Bidders' attention is referred particularly to all state and local governing laws and regulations, including applicable Prevailing Wage Rate Requirements to be paid under this Contract. This is a public works project.

The Town reserves the right to waive any and all irregularities, and to reject any and all bids, or to rebid the project solely at the Town Board's discretion.

Contact: Peter Bardou, Director, Town of Sullivan Parks and Recreation Department, 707 Legion Drive, Chittenango, New York 13037 (315-687-3471)

Amy B. Wells, Town Clerk, Town of Sullivan Town Hall, 7507 Lakeport Road, Chittenango, New York 13037 (315-687-7221)

**TOWN OF SULLIVAN**  
**NON-COLLUSIVE BIDDING CERTIFICATE**  
***Sullivan Park Pond Maintenance/Dredging Project***

By submission of this bid, the Bidder and each person signing on behalf of the Bidder, certifies under penalty of perjury, to their best knowledge and belief:

1. The price(s) in this bid, was arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such price(s) with any other Bidder or with any competitor;

2. Unless otherwise required by law, the price(s) which has been quoted in the bid has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The preceding statement, known and executed by the undersigned, is affirmed as true and attached to the bid submitted herewith under the penalties of perjury of the State of New York.

---

(Bidder Name)

---

(Authorized Representative)

---

(Bidder Address)

---

(Bidder Phone Number)

---

(Bidder Email Address)

---

(Authorized Signature)

---

(Title)

---

(Date)

(Corporate Seal)

## **TOWN OF SULLIVAN**

### **GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

#### ***Sullivan Park Pond Maintenance/Dredging Project***

1. Bids must be received by 9:00 a.m. on the 19<sup>th</sup> day of June, 2019, at the Town of Sullivan Town Clerk's Office, 7507 Lakeport Road, Chittenango, New York 13037.
2. Specifications and Form of Bid may be obtained from the Town Clerk at the above listed address and from the Town of Sullivan Parks and Recreation Department at 707 Legion Drive, Chittenango, New York 13037.

3. Bids must be in a sealed envelope clearly marked:

#### **“TOWN OF SULLIVAN - SULLIVAN PARK POND MAINTENANCE/DREDGING PROJECT BID PACKAGE, Dated: April 18, 2019”**

4. Bids must include a completed non-collusion certificate.
5. Bidder must specify a “Completion Date” of October 11, 2019 and perform accordingly. The Town Board reserves the right to extend the completion date in its sole discretion.
6. The Contractor shall coordinate with the Town of Sullivan for the actual period of construction at the sole discretion of the Town and is expected to occur between September 3, 2019 through October 11, 2019.
7. The successful Bidder shall warranty its work to the Town of Sullivan for a minimum period of one (1) year.
8. A copy of any warranty must accompany the bid. Said warranty must not commence until the “Completion Date.”
9. All work shall be completed in accordance with any applicable State or Federal Dredging Permits and project plans.
10. The Town Board of the Town of Sullivan reserves the right to complete discretion regarding all bids.
11. The contract for the “**Town of Sullivan - Sullivan Park Pond Maintenance/Dredging Project**” shall be awarded to the lowest responsive, responsible bidder. In cases where two (2) or more bidders submit identically priced bids, the Town Board reserves the right to award the contract to either bidder at their discretion.
12. The Town Board reserves the right to reject any or all bids or re-advertise for new bids at their discretion.
13. Any bid may be withdrawn at any time prior to the bid submittal deadline. Bids may be withdrawn only when written authorization is presented after submittal.
14. Prevailing Wage Rates: All work must comply with Section 220 of the New York State Labor Law, as applicable. Prevailing Wage Rates may be obtained at [www.labor.ny.gov](http://www.labor.ny.gov). This is a public works project.

15. Price quoted shall be net, less all taxes and shall include mobilization, restoration, all transportation and delivery charges pre-paid to destination.
16. The successful Bidder shall agree, upon award of the Contract not to assign or sublet this Contract or any interest therein without first obtaining the written consent of the Town of Sullivan.
17. In case of default by the Bidder or contractor, the Town of Sullivan may procure the article or services from other sources without notice and hold the Bidder and/or contractor thereby responsible for any excess costs occasioned by the default.
18. The Bidder, if awarded a contract, agrees to protect, defend, and save harmless the Town of Sullivan against any demand for payments for the use of any material, process, article, or device, that may enter into the construction, or from a part of the work covered by the contract: and further agrees to indemnify and save harmless the Town from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the contractor, their servants, or agents. These General Conditions and Instructions shall be deemed part of the contract and shall survive completion of the project.
19. Laws, Rules and Regulations of the State of New York and all Local Law, Rules and Regulations, insofar as they may apply to Competitive Bidding, Contracts and Purchases, are made a part hereof.
20. Qualifications of Bidders: In determining the qualifications of a Bidder, the Town of Sullivan will consider Bidder's record in the performance of any contracts in which they may have entered with the Town of Sullivan, with other public bodies or private corporations, and the Town of Sullivan expressly reserves the right to reject the bid of such Bidder if such record discloses that such Bidder, in the opinion of the Town of Sullivan, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.

The Town of Sullivan may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Town of Sullivan all such information and data for this purpose as the Town of Sullivan may request following the bid opening. The Town of Sullivan reserves the right to reject any bid if the evidence submitted by, or determined by the investigation of, such Bidder fails to satisfy the Town of Sullivan that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.

The Bidder shall have a minimum of three (3) years' experience in pond maintenance/dredging and/or retention pond construction.

21. Conditions of Work: Each Bidder shall acquaint them self fully with the site conditions relating to the construction of the project, the employment of labor and the laws and regulations governing the safe and proper execution of the work. Failure to do so will not relieve a successful Bidder from Bidder's obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.

22. Final Contract will include requirements for submission of Performance and Payment Bonds and proof of liability and workers' compensation insurance.
23. Certified Payrolls: Certified payrolls must accompany all invoices and must be kept up to date. Certified payrolls should be sent to Town of Sullivan Town Hall, 7507 Lakeport Road, Chittenango, New York 13037.
24. Contact Person: Peter Bardou, Town of Sullivan Parks and Recreation Director, (315) 687-3471

**TOWN OF SULLIVAN**  
***Sullivan Park Pond Maintenance/Dredging Project***

Bids are requested from responsible Bidders for the ***Sullivan Park Pond Maintenance/Dredging Project*** located in Sullivan Park, 319 Lake Street, in the Town of Sullivan, New York.

**SCOPE**

Mobilize and undertake maintenance/dredging, pumping, removal, transportation and subsequent spreading of approximately 1.5-2.0 million gallons of water and sludge/slurry from the Sullivan Park Pond in the Village of Chittenango, Town of Sullivan, and fully restore the surrounding work area, all in accordance with the approved plans (see attached) from the Madison County Soil & Water Department and applicable State and/or Federal Permits issued for this project.

It is the intent of these specifications that the Bidder shall include all labor, materials, equipment, services and transportation for the work to be undertaken. All workmen shall be skilled and qualified for the work they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified.

**SPECIFICATIONS**

- The work shall be warranted by the contractor for a minimum of one (1) year after final acceptance.
- All work shall be completed in conformance with the attached Scope of Work and with applicable New York State Department of Environmental Conservation rules, regulations and the issuance of any applicable New York State Department of Environmental Conservation Dredging Permit and ACE Permits.
- The successful Bidder will provide a Performance Bond equal to 100% of the bid, as well as a Bid Bond equal to 10% of the proposal amount.
- Contractor will complete all work under this contract no later than October 11, 2019. The work period for this project shall be completed between September 3, 2019 through October 11, 2019. Contractor's failure to complete all work under this contract in this time period will result in Contractor forfeiting all or a portion of the performance bond in the discretion of the Town Board of the Town of Sullivan.
- Contractor will pay workers in accordance with the Prevailing Wage Schedule. Certified payrolls will be provided to the Town indicating compliance with this requirement.
- Contractor will provide evidence of appropriate insurance coverage as follows:
  - Workmen's Compensation Insurance Coverage
  - Liability Insurance - \$1,000,000.00 each occurrence and \$3,000,000.00 annual aggregate
  - Automobile - \$1,000,000.00
  - Owner's Protective Liability Policy in the name of the Town of Sullivan of at least \$2,000,000.00
  - Disability Benefits per New York State Requirements.

- The required insurance policies shall be endorsed to include the Town of Sullivan as an additional insured and also include the provisions that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Town of Sullivan, 7507 Lakeport Road, Chittenango, New York 13037, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of the awarded contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.
- Payments: Town of Sullivan will pay the successful Bidder the amount of their bid upon the full and faithful performance of the contract, acceptance of materials and/or work by the Town of Sullivan, and upon receipt of the vendor invoices and lien releases, as applicable.

Unless otherwise specified, Town of Sullivan may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract (or ten percent (10%) of the final payment amount, whichever is greater) until final completion and acceptance of all work covered by the contract.

The successful Bidder further agrees that Town of Sullivan may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract, provided that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

The successful Bidder further agrees that they shall not be entitled to demand or receive any payment except in the manner set forth in this bid or any contract entered into.

- Warranty: Town of Sullivan requires a minimum one (1) year warranty from the date of acceptance, to correct at no additional cost to Town of Sullivan any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid.

Town of Sullivan does not accept exceptions to implied warranties of suitability or merchantability. Town of Sullivan does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

- Termination/Default/Non-Performance: In case of default by the successful Bidder, Town of Sullivan may procure the articles or services from other sources without notice and hold the Bidder responsible for any excess cost.

Town of Sullivan may terminate this agreement with cause upon notification in writing.

Town of Sullivan further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

If the successful Bidder is delayed in making delivery by strikes, lockouts, fire, or unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time after receipt of a written documented request by the contractor. This request must be approved and responded to in writing by the Town of Sullivan. Town of Sullivan may cancel said contract as to future deliveries at any time during such delay if Town of Sullivan interests are impaired by such delay.



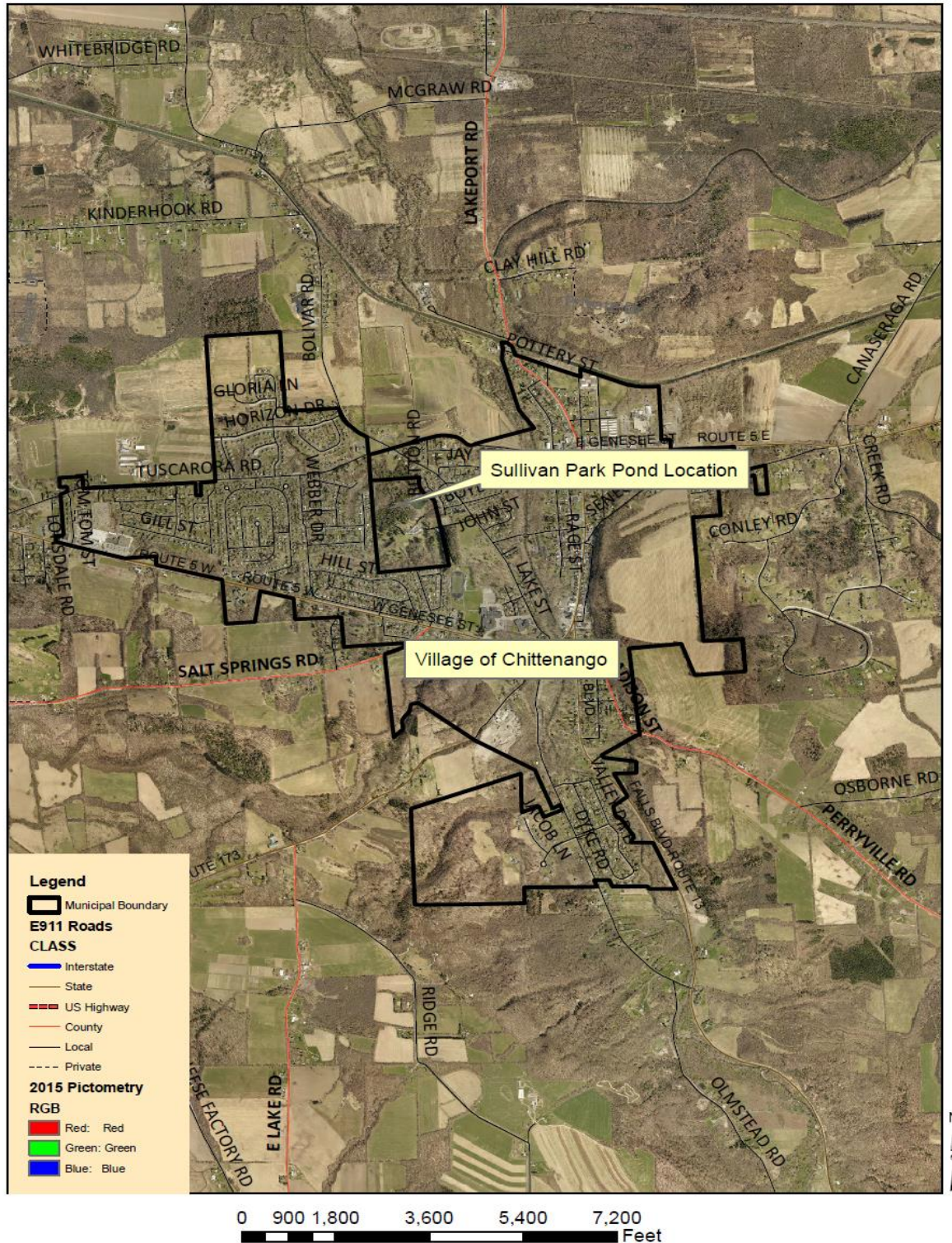
Neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies nor materials called for by the contract, shall be deemed to be a waiver by Town of Sullivan of the right to terminate this contracts for abandonment or delay.

- Changes/Deviations: This bid, as well as any contract, plans, drawings, exhibits or schedule to which are attached and made a part of the bid constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously made in writing agreed upon by the parties hereto in consideration of all applicable legislation.

# SCOPE OF WORK

## Sullivan Park Pond Maintenance

Town of Sullivan - Sullivan Park Pond Maintenance Project





Phase One: Dewatering of project location – The stream that feeds Sullivan pond will need to temporarily be dammed to allow the inflow to be pumped around the pond site during construction. (See Map) Contractor should plan to have adequate pump capacity to handle 16 CFS for the entire project time line. Pumps must be running 24/7 during project time line. Project will only be allowed to start when the weather forecast is such that no rain is forecasted for the length of the project.

Sullivan Pond Dewatering Plan Map





Phase Two: Converting sludge into a pumpable slurry and hauling away for land application— The Town will dewater the pond prior to start of construction by lowering the outlet to drain the existing water level. Contractor will be required to agitate the remaining water and sludge on pond bottom until it is a pumpable slurry that can be loaded on liquid tight trucks and be hauled to designated land for application at rates not to exceed 5,000 gallons per acre. It is recommended that a manure lagoon type pump, lagoon agitation “boat” and truck mounted manure style tankers be utilized to accomplish this task. Maps will be provided of application sites at time of construction. All applications sites are within 5 miles maximum of the pond location. It is estimated that there will be 1.5 -2 million gallons that need to be removed from the pond through the course of this project. (see map)

Sullivan Park, Chittenango NY



Phase three: Post Construction site condition – After completion of phase two, contractor will return the work area to an equivalent condition to pre-construction. Contractor will repair any damage to the park as a result of work completed in the specified work zone. All lawn area’s will be graded, seeded and mulched to the approval of the Head of the Parks Department.